

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OY MODILIS LTD	10/04/2010
RECEIVING PARTY DATA	
Name:	Modilis Holdings LLC
Street Address:	103 Foulk Road, Suite 100
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19803
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7563011
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ATTORNEY DOCKET NUMBER:	MH1-0009USC1
NAME OF SUBMITTER:	Jennifer Phipps
Total Attachments: 8 source=OH9724#page1.tif source=OH9724#page2.tif source=OH9724#page3.tif source=OH9724#page4.tif source=OH9724#page5.tif	

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ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is acknowledged, **OY MODILIS LTD**, a corporation duly registered in Finland with the corporate registration number 0863475-3, with an office at Matalasalmenkuja 1, 00150 Helsinki, Finland ("**Assignor**"), sells, assigns, transfers, and conveys to Modilis Holdings LLC, a Delaware corporation, having an address at Suite 100, 103 Foulk Road, Wilmington, DE 19803, USA ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to all of the following (collectively, the "**Patent Rights**"):

(a) the provisional patent applications, patent applications and patents listed in the table below (the "**Patents**");

(b) all patents and patent applications to which any of the Patents claim priority;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts corresponding to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in any of the Patents or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents or any item in the foregoing categories (b) through (e), or (iii) could have been included as a claim in any of the Patents or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
116918	Finland	12/31/2006	Beam Shaper/Kari Rinko
PCT/FI2001/001082 (WO/2002048758)		12/11/2001	Beam Shaper/Kari Rinko
7,307,786	US	12/11/2001	Beam Shaper/Kari Rinko
1342108	EP	12/11/2001	Beam Shaper/Kari Rinko
1479876	China	12/11/2001	Beam Shaper/Kari Rinko
2002217187	Australia	12/11/2001	Beam Shaper/Kari Rinko
238368	Mexico	12/11/2001	Beam Shaper/Kari Rinko
2301435	Russia	12/11/2001	Beam Shaper/Kari Rinko
1008541850000	S. Korea	12/11/2001	Beam Shaper/Kari Rinko
PL 0115903-8	Brazil	12/11/2001	Beam Shaper/Kari Rinko
2431253	Canada	12/11/2001	Beam Shaper/Kari Rinko
2002-550008	Japan	12/11/2001	Beam Shaper/Kari Rinko
114174	Finland	2/3/2000	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
PCT/FI2001/000673 (WO/2003010588)		7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
2343516	Russia	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
2002210034	Australia	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
PI 0117067-8 ICS	Brazil	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
2451325	Canada	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen

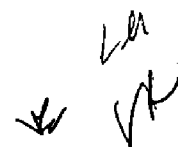
<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
01823484	China	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
01958103.2-2217	EP	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
2003-515902 ICS	Japan	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
PA/a/2004/000043 ICS	Mexico	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
10/483558	US	7/16/2001	Diffraction Shaping of the Intensity Distribution of a Spatially Coherent Light Beam/Jari Turunen
60/855362	US	10/31/2006	Light Outcoupling Structure for a Lighting Device/Kari Rinko
11/980372 (2008/0225393)	US	10/31/2007	Light Outcoupling Structure for a Lighting Device/Kari Rinko
PCT/FI2007/050586 (WO/2008053078)		10/31/2007	Light Outcoupling Structure for a Lighting Device/Kari Rinko
2007316111	Australia	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
PI 0716338-0	Brazil	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
200780044344	China	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
7823223	EP	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
200935096	Japan	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
958/MUMNP/2009	India	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
2009119058	Russia	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
1020097011205	S. Korea	12/11/2001	Light Outcoupling Structure for a Lighting Device/Kari Rinko
60/877648	US	12/29/2006	Incoupling Structure for Lighting Applications/Kari Rinko
12/003750 (2009/0016057)	US	12/31/2007	Incoupling Structure for Lighting Application
PCT/EP2007/064653 (WO 2008080996)		12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
2007316111	Australia	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
Unknown	Brazil	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
200780051832	China	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
7858239	EP	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
2009535096	Japan	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
1420/MUMNP/2009	India	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
2009119058	Russia	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
1020097015797	S. Korea	12/31/2007	Incoupling Structure for Lighting Applications/Kari Rinko
60/855372	US	10/31/2006	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
11/980371 (2008/0196607)	US	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
PCT/FI2007/050587		10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
2007316112	Australia	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
PI 0716337	Brazil	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
200780044232	China	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
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2009535097	Japan	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Forms/Kari Rinko
957/MUMNP/2009	India	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
2009119059	Russia	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
1020097011206	S. Korea	10/31/2007	Method and Arrangement for Manufacturing Optical Products with Complex Three Dimensional Forms/Kari Rinko
PA 200201362	Denmark	9/16/2002	LED System for Producing Light/Palle Stevn
PCT/DK2003/000597 (WO/2004025998)		9/16/2003	LED System for Producing Light/Palle Stevn
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2003263153	Australia	9/16/2003	LED System for Producing Light/Palle Stevn
20050001830	Norway	9/16/2003	LED System for Producing Light/Palle Stevn
3794829	EP	9/16/2003	LED System for Producing Light/Palle Stevn
107085	Finland	5/28/1999	Light Panel/Leo Hatjasalo
PCT/FI2000/000451 (WO/2000074026)		5/19/2000	Light Panel/Leo Hatjasalo
1194915	EP	5/19/2000	Light Panel/Leo Hatjasalo
1353850	China	5/19/2000	Light Panel/Leo Hatjasalo
2237932	Russia		
773132	Australia	5/19/2000	Light Panel/Leo Hatjasalo
227140	Mexico	5/19/2000	Light Panel/Leo Hatjasalo
100728422000	S. Korea	5/19/2000	Light Panel/Leo Hatjasalo
2373471	Canada	5/19/2000	Light Panel/Leo Hatjasalo
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60/566601	US	4/30/2004	Ultra Thin Lighting Element/Kari Rinko
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<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
PCT/IB2005/002334 (WO/2005107363)		5/2/2005	Ultra Thin Lighting Element/Kari Rinko
11/579131	US	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
20058017494.3	China	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
PI 0510509-9	Brazil	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
2007-510162	Japan	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
3464/KOLNP/2006	India	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
1020067025201	S. Korea	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
5762270.6	EP	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
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2005239889	Australia	5/2/2005	Ultra Thin Lighting Element/Kari Rinko
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60/858708	US	11/14/2006	Lightguide Arrangement and Related Applications/Kari Rinko
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11/984164 (2008/0186736)	US	11/14/2007	Lightguide Arrangement and Related Applications/Kari Rinko
PCT/FI2007/050614 (WO/2008059114)		11/14/2007	Lightguide Arrangement and Related Applications/Kari Rinko
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1020097012391	S. Korea	11/14/2007	Lightguide Arrangement and Related Applications/Kari Rinko
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2009123393	Russia	11/14/2007	Lightguide Arrangement and Related Applications/Kari Rinko
106992	Finland	5/28/1999	Light Indicator/Leo Hatjasalo
PCT/FI2000/000450 (WO/2000074025)		5/19/2000	Light Indicator/Leo Hatjasalo

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<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,759,965	US	5/19/2000	Light Indicator/Leo Hatjasalo
1352786	China	5/19/2000	Light Indicator/Leo Hatjasalo
771682	Australia	5/19/2000	Light Indicator/Leo Hatjasalo
2237931	Russia	5/19/2000	Light Indicator/Leo Hatjasalo
232234	Mexico	5/19/2000	Light Indicator/Leo Hatjasalo
2373446	Canada	5/19/2000	Light Indicator/Leo Hatjasalo
927296.4	EP	5/19/2000	Light Indicator/Leo Hatjasalo
2001-500251	Japan	5/19/2000	Light Indicator/Leo Hatjasalo
1007428050000	S. Korea	5/19/2000	Light Indicator/Leo Hatjasalo
2002-550008	Brazil	5/19/2000	Light Indicator/Leo Hatjasalo
Unknown	US	4/6/2010	Integral Micro-/NanoCavity Solution/Kari Rinko

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and other authorizations required to enter into this Agreement and to carry out its obligations in this Agreement, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title in the Patent Rights in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor authorizes the respective patent office or governmental agency in each jurisdiction to issue all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration, do all things reasonably necessary, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and enforcing the Patent Rights. The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 12.07 p.m. on October 4, 2010.

OY MODILIS LTD:

By: [Signature]
Name: Jukka Mäkinen Leo Hatjäsalo
Title: COB MOB
(Signature MUST be notarized)

STATE OF Finland)
COUNTY OF Helsinki) ss.

On 04. 10. 2010, before me, HEIDI HUUHTANEN
Notary Public

Notary Public in and for said State, personally appeared Jukka Mäkinen and Leo Hatjäsalo personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,
Signature [Signature]
HEIDI HUUHTANEN
Notary Public

